

ROBERT SADAOKA 5859  
Regulated Industries Complaints  
Office  
Department of Commerce and  
Consumer Affairs  
State of Hawaii  
235 S. Beretania Street, 9th Floor  
Honolulu, Hawaii 96813  
Telephone: 586-2660

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LICENSING DIVISION

DEPARTMENT OF COMMERCE  
AND CONSUMER AFFAIRS

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HEARINGS OFFICE

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DEPT OF COMMERCE  
& CONSUMER AFFAIRS  
STATE OF HAWAII

Attorney for Department of Commerce  
and Consumer Affairs

BOARD OF CHIROPRACTIC EXAMINERS  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
STATE OF HAWAII

In the Matter of the	)	CHI 2000-3-L
License To Practice	)	
Chiropractic of	)	SETTLEMENT AGREEMENT AFTER
	)	FILING OF PETITION FOR
DANE D. SILVA,	)	DISCIPLINARY ACTION AND
	)	BOARD'S FINAL ORDER
Respondent.	)	

SETTLEMENT AGREEMENT AFTER FILING OF PETITION  
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

Respondent DANE D. SILVA (hereafter "Respondent") and the  
Department of Commerce and Consumer Affairs, through its  
Regulated Industries Complaints Office (hereafter "RICO") enter  
into this Settlement Agreement on the terms and conditions set  
forth below.

UNCONTESTED FACTS:

1. Respondent was licensed by the Board of Chiropractic Examiners (hereafter the "Board") to practice chiropractic under license number DC 742. Said license was issued on October 31, 1996 and currently has an expiration date of December 31, 2003.
2. The last known business address for Respondent is 15-156 Puni Kahakai Place, Pahoia, Hawaii 96778.
3. On January 23, 2002, RICO filed a Petition For

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STATE OF HAWAII

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Disciplinary Action Against License To Practice Chiropractic, the allegations of which are incorporated herein by reference (hereafter the "Petition"). The Petition alleged that Respondent violated the following statutes and/or regulations governing the conduct of chiropractors licensed in the State of Hawaii: HRS § 436B-19(14) (criminal conviction of a penal crime directly related to the qualifications, functions, or duties of the licensed profession or vocation); HRS § 436B-16 (failure to report criminal conviction); HRS § 436B-19(13) (revocation by another state against a licensee for any reason provided by the licensing laws); HRS § 436B-19(15) (failure to report any disciplinary decision issued against the licensee in another jurisdiction); HRS § 442-9(12) (professional misconduct); and Hawaii Administrative Rules § 16-76-56 (professional misconduct).

4. Respondent admits to the veracity of the allegations contained in the Petition and that his acts constitute violations of the statutes and/or rules cited in the preceding paragraph of this Settlement Agreement.

REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that he has a right to be represented and advised by an attorney of his choosing, but has voluntarily elected not to seek counsel in this matter.

2. Respondent has been informed of the charges that would be brought against him should this matter proceed to administrative hearing.

3. Respondent has been informed of his right to have a hearing to determine the issues in RICO's investigation. Pursuant to HRS §91-9(d), Respondent voluntarily waives his right to a hearing and agrees to a disposition of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent enters into this Settlement Agreement of his own free will, and not because of any threat, or because of any promise which is not contained in this Settlement Agreement.

5. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in CHI 2000-3-L.

TERMS OF SETTLEMENT:

1. Respondent voluntarily agrees to the suspension of his license to practice chiropractic for a period of three (3) years. Said suspension shall become effective immediately upon the approval of this Settlement Agreement by the Board. Respondent shall turn in all indicia of his licensure to the Executive Officer of the Board within five (5) days after receipt of notice that his license has been suspended. Upon completion of the suspension period, Respondent understands that he must apply to the Board for reinstatement pursuant to and subject to the requirements and conditions set forth in HRS § 442-9 (b) and (c) and HRS § 436B-20.

2. Respondent agrees to pay an Administrative fine in the

amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) as follows:

- 1) \$200.00 by June 15, 2002;
- 2) \$200.00 by July 15, 2002;
- 3) \$200.00 by August 15, 2002;
- 4) \$200.00 by September 15, 2002; and
- 5) \$200.00 by October 15, 2002.

Said payments shall be made by **check or money order made payable to "DCCA Compliance Resolution Fund"** and shall be mailed to the Regulated Industries Complaints Office, ATTN: Robert Sadaoka, Esq., 235 South Beretania Street, 9th Floor, Honolulu, Hawaii 96813.

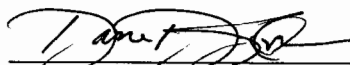
3. Respondent agrees that this Settlement Agreement shall not be binding upon any of the parties unless and until it is approved by the Board.

4. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondent in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither he nor any attorney that he may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against him on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

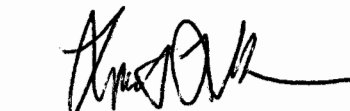
5. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

6. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not relying upon any statement, representation or opinion or promise made by RICO or any of its agents, employees, representatives or attorneys concerning the nature, extent or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.

Dated: Pahoa, Hawaii, April 30, 2002.

  
DANE D. SILVA  
Respondent

Dated: Honolulu, Hawaii, May 1, 2002.

  
ROBERT SADAOKA  
Attorney for Petitioner

REVIEWED AND RECOMMENDED FOR CONSIDERATION:

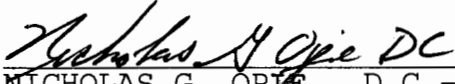
  
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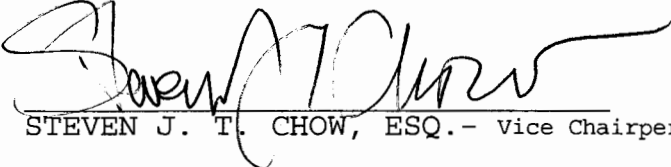
IN THE MATTER OF THE LICENSE TO PRACTICE CHIROPRACTIC OF DANE D.  
SILVA; SETTLEMENT AGREEMENT AFTER FILING OF PETITION FOR  
DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CHI 2000-3-L

APPROVED AND SO ORDERED:

BOARD OF CHIROPRACTIC EXAMINERS  
State of Hawaii

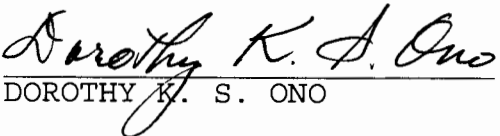
  
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NICHOLAS G. OPLE, D.C.- Chairperson

\_\_\_\_\_  
DATE 5/9/02

  
\_\_\_\_\_  
STEVEN J. T. CHOW, ESQ.- Vice Chairperson

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JAMES H. HATTAWAY, D.C.

  
\_\_\_\_\_  
ROBERT E. KLEIN, D.C.

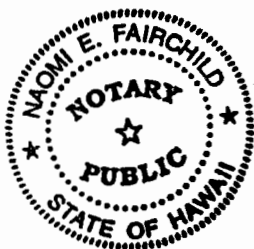
  
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DOROTHY K. S. ONO

STATE OF HAWAII

)  
) SS.

COUNTY OF HAWAII

On this 30<sup>th</sup> day of April, 2002, before me personally appeared DANE D. SILVA, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Naomi E. Fairchild  
Name: Naomi E. Fairchild  
Notary Public, State of Hawaii

My commission expires: Jan 30, 2005